THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

JAMES LOWE AND JOSEPHINE	§	
LOWE,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	Civil Action No. 3:18-cv-1254
	§	Judge Cummings
LG ELECTRONICS U.S.A., INC., LG	§	
ELECTRONICS INC., and LG	§	
ELECTRONICS ALABAMA, INC.,	§	
	§	
Defendants.	§	

APPENDIX

In Support of Plaintiffs' Motion for Summary Judgment

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

JAMES LOWE AND JOSEPHINE	§	
LOWE,	§	
	§	
Plaintiffs,	§	
	§	
V.	8 (Civil Action No. 3:18-cv-1254
	§ J	Judge Cummings
LG ELECTRONICS U.S.A., INC., LG	§	
ELECTRONICS INC., and LG	§	
ELECTRONICS ALABAMA, INC.,	§	
	§	
Defendants.	§	

PLAINTIFFS' DECLARATION

I, JAMES LOWE, declare under penalty of perjury under the laws of the United States of America that the foregoing facts and attached Statement are true and correct.

Executed on June 13, 2019:

James Lowe

I, JOSEPHINE LOWE, declare under penalty of perjury under the laws of the United States of America that the foregoing the foregoing facts and attached Statement are true and correct.

Executed on June 13, 2019:

osephine Lowe

Exhibits

- Exhibit 2 is a true and correct copy of photographs of LG's leaking dishwasher valve, taken in or about September 2016.
- Exhibit 3 is a true and correct copy of photographs of the property damage to our Emerson duplex, caused by the water leak from LG's dishwasher, taken in or about September 2016.
- Exhibit 4 is a true and correct copy of our April 10, 2013 Home Depot Invoice.

PLAINTIFFS' DECLARATION

Page 1

- Exhibit 5 is a true and correct copy of the Bill of Lading with my/Mr. Lowe's signature
- Exhibit 6 is a true and correct copy of receipts and invoices for service and repairs needed as a result of the LG dishwasher leak.
- Exhibit 7 is a true and correct copy of e-mails with Kathy Krickovic, LG.

STATEMENT OF JIM AND JOSEPHINE LOWE

- 1. We, Jim and Josephine Lowe (collectively, the "Lowes") inherited a duplex property located at 4137 and 4139 Emerson Avenue, Dallas, Texas 75205 (the "Property"). The Lowes began a luxury remodel of the Property, to prepare it for high-value rental, which included a full kitchen remodel of both units.
- 2. On or about April 10, 2013, as part of a luxury remodel to the Property, the Lowes purchased from The Home Depot LG dishwasher Model No. LDS5040ST, Serial No. 303KWSB2H750 (the "Product"). The Lowes had the dishwasher installed for ordinary use in the kitchen of the second-floor unit (4139).
- 3. Because the property was temporarily held up in probate court, the remodel was delayed until 2016.
- 4. Around September 2016, the Lowes completed the large-scale remodel, including installation of a new ceiling, new walls, and new cabinetry, among other luxury kitchen updates. In or around September 2016, the Lowes discovered water in the first-floor unit and suspected a leak from the Product.
- 5. Mr. Lowe immediately hired a plumber. The plumber reported to the Lowes that there were no piping or plumbing problems. Instead, according to his evaluation, the defective Product was causing the water leak. Therefore, Mr. Lowe called LG. LG refused to send a technician out, stating that they did not service this area (Dallas, Texas). So, Mr. Lowe called Sears Home Services, a qualified LG appliances seller. Consistent with the plumber's findings, the Sears repairman reported that the defect on the back valve of the LG dishwasher was the source of the leak. He noted in writing, "LEAKING REALLY BAD . . . Water valve is leaking and has been for awhile. Possible defect." The Lowes paid the repairman approximately \$59.00.
- 6. Mr. Lowe notified LG. On or about October 7, 2016, LG Factory Technician Jerry Campbell inspected the Product and Property and likewise found that a defective valve on the back of the Product caused the water damage and needed to be replaced. The LG technician ruled out any other causes of the water damage. The LG technician removed the defective valve and ordered a replacement valve. The technician noted, "cust has damage to floor and apt under unit there before service replace water valve no other leak found at time of service." Mr. Campbell installed the new valve on or about October 14, 2016. He charged \$194.85 for parts and service. On October 17, 2016, Mr. Lowe had to hire a plumber, Frank Cano, to hook up the dishwasher after the replacement was installed. Mr. Lowe was charged \$200.
- 7. The Product's water damage was extensive, impacting both units and destroying the remodel. The water leak caused irreparable damage to the newly installed cabinets, sheetrock, insulation, and other Property features in both units.
- 8. The water leak also caused the growth of exceptionally hazardous black mold. Mr. and Mrs. Lowe were both exposed to the black mold and toxic air. Mrs. Lowe was forced to seek medical treatment for the health problems she developed as a direct result of exposure to the mold. Mrs. Lowe suffers from an auto-immune disorder. Before the Lowes knew about the water leak or black mold growth, Mrs. Lowe spent time in the Property to monitor the

remodel progress and assist in design and repair plans. Immediately after exposure to the black mold, Mrs. Lowe had a toxic reaction and suffered health problems lasting several months. To date, her medical costs total approximately \$3,672.00. Mr. Lowe, too, has been negatively impacted by the stress, time, and cost of the damage from the Product. Mr. and Mrs. Lowe both suffer from heart-related problems, and the Product defect and resulting damage have caused them both great stress. Mr. Lowe has been receiving medical treatment.

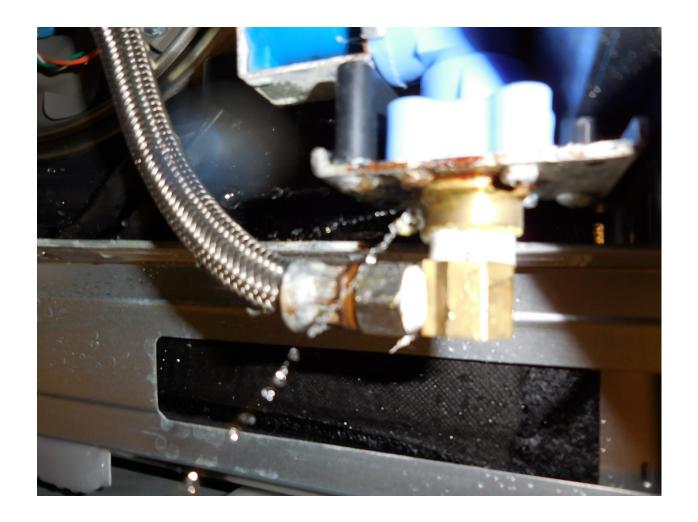
- 9. In October 2016, the Lowes hired Wayne Lambert, a respected and qualified contractor to evaluate the property damage resulting from the defective Product and to provide a repair estimate. Because the damaged materials contained mold and were a continuing hazard to their health and to the Property, the damaged materials had to be removed right away. The Lowes paid Mr. Lambert \$1,700 out-of-pocket on or about October 15, 2016. The damaged materials contained much of the new cabinetry and other items the Lowes had installed as part of the remodel.
- 10. Although the damaged materials have been removed, significant repair needs remain. Lambert estimated the cost to replace the damaged materials to be \$8,127.70.
- 11. The Lowes have been unable to fix the Property and rent it to tenants because LG has not submitted the requisite payment to cover these expenses.
- 12. To date, the Lowes have not been financially able to incur the additional out-of-pocket expense to repair the damaged property. The loss of rental income is at least \$6,200 per month (\$3,100 per unit) since November 2016.

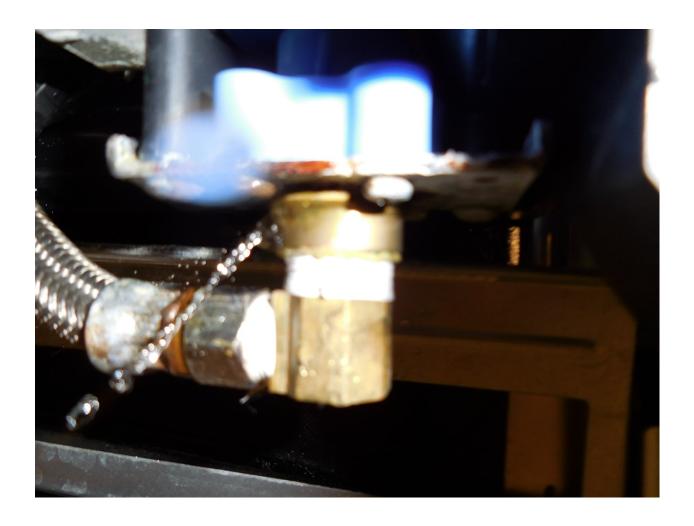
Jim Lowe

Josephine Lowe

Date

APPX 006

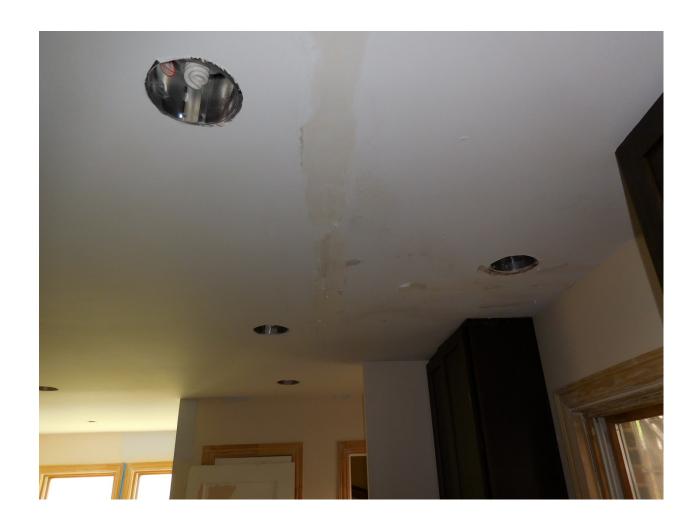














2013-04

Page 1 of 3

SPECIAL SERVICES CUSTOMER INVOICE

Store 6504 COIT RD 2220 N COIT RD

RICHARDSON, TX 75080

Phone: (214) 575-3070 Salesperson: JPL0919

Reviewer:

This is only a QUOTE for the merchandise and services printed below. This becomes an Agreement upon payment and an endorsement by a Home Depot register validation.

Name	A/E 1184						Hama Prote	
LU	WE JIM						(9/2) 09/70000	
Address	4139 EMERSON AVE			W	ork Phone	(972) 991-7565	(-	
				C	imuany Nerte	•		
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No. 6504-192966 Page 1 of 3 VALIDATION AREA

ORDER ID: 6504-192966 RECALL AMOUNT 728.98 CUETOMER AGREEMENT DISCOUNT -69.90 ADOL MOSE SUBTOTAL 0.00 SUBTOTAL SALES TAX TOTAL XXXXXXXXXXXXX7510 MASTERCARD AUTH CODE 05769P/4185077 P.O. 4/JOB NAME: NO

QUOTE is valid for this date:04/10/2013

VENDOR DIRECT SHIP #1	MERCHAND
	TO: CUSTOMER

ERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

10 - MER	CHANDISE TO B	E SHIPPED):	S/O G.E. APPLIANCES REF # S01			
REF#	SKU	QTY	UM	DESCRIPTION	PI TAX	PRICE EACH	EXTENSION
50101	0000-205-954	1.00		M939 / M939-DISHWASHER INST KIT & ADAPTER / M939-DISHWASHER INST KIT & ADAPTER	ALA	\$19.99	\$19.99
S0102	0000-206-436	1.00	EA	M936 / M936-DISHWASHER 110V CORD / M936-DISHWASHER 110V CORD	·Υ	\$9.99	\$9.99
S0103	0000-863-701	1.00	EA	DELIVERY / APPLIANCE DELIVERY / FREIGHT	Y	\$0.00	\$0.00

VENDOR - SPECIAL INSTRUCTIONS: SECOND FLOOR S/O - MEDCHANDISE TO BE SHIPPED. COLC ADDITAMCES

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ᅥ	50201	0000-637-616	1.00	EA	LDS5040ST/LDS5040ST/LDS5040S		Y	\$699.00	\$699.00	1

SECOND FLOOR **VENDOR - SPECIAL INSTRUCTIONS:**

JIM LOWE **VENDOR WILL SHIP MOSE TO:**

ADDRESS: 4139 EMERSON AVE

COUNTY: DATEA STATE: TX ZIP: 75205

CITY: DALLAS

SALES TAX RATE: 8.250

MERCHANDISE TOTAL

ESTIMATED ADDIVAL DATE, ANDORSO

\$728.98

*** CONTINUED ON NEXT PAGE ***

JAILIA JAIL

Check your current order status online at www.homedepot.com/orderstatus



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	NORTH COLT ROAD	JIM LOWE	
Fort Worth, TX 76177		4139 EMERSON AV	105 200 200 000 0
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920 Sylvan Avenue	^ 0	rd Date: 04/10/2013 [Delv Date: 04/16/2013
Englewood Cliffs, NJ 07632	MERCHANDISE	1/	1.
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CARRIER COPY

SEARS HOME SERVICES

FARMERS BRANCH SERVICE CTR 2270 VALLEY VIEW LN DALLAS, TX 75234 (800) 4MY-HOME

Sears #: 0008227

Sep 24, 2016

Technician ID: 0722504

Service Order Humber:

41573348

JOSEPHINE LOJE 4139 EMERSON AUE # NONE DALLAS, TX 75205 (972) 897-0000

MDSE:

DISHWASHER, BUILT-IN

Brand Name: Model Number: Serial Number:

LG LD\$\$**040**\$T

303KUSB2H750

Service Requested: NDCS/LEAKING REALLY BAD

Technician Comments:

Notes: Water value is leaking and has been for awhile. Possible defect.

Labor Performed - (Collect)

Diagnostic Fee \$ 59.00
Fill Valve Rep/Repl \$ 140.00
Tax on Labor \$ 0.00
Total Labor \$ 59.00

Grand Total: \$ 59.00

Pre-Paid Amount: -\$ 0.00
Customer Amount Due: \$ 59.00
CUSTOMER DECLINES ESTIMATE

Total Amount Collected Today: \$ 59.00

Cash Payment \$ 59.00

Returned checks are subject to a service charge of \$20 or the maximum allowed by law. Collection costs and all penalties permitted by law will also be assessed. We may electronically collect returned checks, service charges, and other applicable charges.

If, within 90 days of the date of this declined estimate, you decide to have your product(s) repaired, a 50% discount will be applied, on our next visit, to the diagnostic fee charged.

Customer Signature

SEARS HOME SERVICES
FARMERS BRANCH SERVICE CTR
2270 VALLEY VIEW LN
DALLAS, TX 75234
(800) 4MY-HOME

Sears #: 0008227

Sep 24, 2016

Technician ID: 0722504

Service Order Number:

rder Humber:

41573348

JOSEPHINE LOWE 4139 EMERSON AVE # NONE DALLAS, TX 75205 (972) 897-0000

MDSE: Brand Name: DISHWASHER, BUILT-IN

Model Number:

LG LDSSØ4ØST

Model Number: Serial Number:

303KUSB2H750

Service Requested: NDCS/LEAKING REALLY BAD

Labor Performed - (Collect)

Biagnostic Fee \$59.00
Fill Valve Rep-Repl \$ 140.00
Tax on Labor \$ 16.42
Total Labor \$ 215.42

Parts Required - (Collect)

UALUE ASSY, I

22 722 5221DD1001C Oty 1 \$ 93.78
Tax on Parts \$ 7.74
Total Parts \$ 101.52

Estimated Grand Total: \$ 316.94

Estimated Customer Total: \$ 316.94 Pre-Paid Amount: -\$ 0.00

Customer Amount Due: \$ 316.94

Customer Signature to approve repair:

Thank you for calling SEARS HOME SERVICES 10/26/2016 Gmail - Service Receipts Gmail Jim Lowe <jimandjosephine@gmail.com> Service Receipts LG Service <gsfs@lge.com> Wed, Oct 26, 2016 at 9:22 AM To: jimandjosephine@gmail.com, miranda.hunkler@lge.com P.O. Box 240007 Huntsville, Al 35813 Tel No: 1-256-542-2795 Date of Service: 10/10/2018 Invoice Payment Due Bill Due Date: 10/07/2016 Please remit payment within 15 days. LGEAI Customer Service Field Customer Name JIM LOWE Issuer Service FM West DMS 4139 Emerson AVENUE Address Date Call DALLAS ,TX ,75205 10/07/2016 Received City, St Zip Model LDS5540ST.ASTEEUS Code Serial No 303KWSB2H750 Email jimandjosephine@gmail.com Repair No RNN161007089185 Technician Jerry Campbell Name Cnn161011939749 cust has damage to floor and apt under unit there Technical Remark before service replace water valve no other leak found at time of service Parts Installed Item Number Description Unit Price \$ Qty Total \$ 5221DD1001E Valve Assembly, Inlet 20.34 20.34 Paid Part Amount \$20.34 Paid Labor Amount \$159.66 Paid Freight Amount 0 Paid Visit Amount 0 Paid Material Amount 0 Paid Other Amount 0 Paid Tax Amount \$14.85 Total Amount to be Paid \$194.85 Payment Method Card Type Card Number Request No.(Authorization) Check(Cheque) Customer's Signature Thank You for choosing LG Electronics products and services. We value you as our customer and appreciate your business. The services rendered above are being submitted to you for payment. Methods of payment accepted are Check, Money Order or Credit Card. We accept Visa, & Mastercard. Please Mail a copy of this invoice, Money Order or Check to: LG Electronics Factory Service, (Attn: DMS Admin) P.O. Box 24007, Huntsville, AL 35813. All payments should be made within 15 days of service rendered. Warranty: Labor will be covered for 90 days and Parts for 90 days from the date of service, If you should have any questions, or wish to pay with Credit Card please email:

https://mail.google.com/mail/u/0/?ui=2&lk=99213270c2&view=pl&search=inbox&msg=158015e8c547bd8b&siml=158015e8c547bd8b

APPX 022

1/2

Wayne Lambert	Invoice # 16 - 1019
406 S. I 35 Red Oak, TX 75154 (214)207-3365	Date: 10 - 15 - 16
PREPARED BY: Wayne Lambert	Job:
DIVI TO	4137 EMERSON
BILL TO: JIM LOUE DESCRIPTION:	DALLAS
REMOVE WATER DAMAGED	CABINETS
REMOVE WATER DAMAGE	O SHEETROCK +
INSULATION 142 5Q	FT
REMOVE DAMAGED WATE	R DAMAGED TILE
UNDERLARMENT	
SPRAY + CLEAP ALL W	SOOD SURFACES
WITH BLECH WATER	
VACUME ALL SURFACE	S + FINAL
ChEAN	
HAUL OFF ALL TRASH	1-TRUCK LOAD
	1700.00

EMAIL - JIMANDJOSEPHINE @ GMAIL, COM

Wayne Lambert 406 S Interstate 35 Red Oak, TX 75154 (214)207-3365

PREPARED BY: Wayne Lambert

Invoice# ESTIMATE

Date: 11-1-16

Job: 4137 EMERSON DALCAS

BILLTO: JIM LOWE

INSTALL 3- SHEETS HARDIBOARD ON FLOOR -	145.00
REPLACE INSULATION IN WALL 100 SOFT R-13	225.00
REPLACE INSULATION IN CEILING HO SOFT	R-30
	150.00
REPLACE SHEETROCK ON WALLS + CETLING	
170 SQFT	260.00
TAPE - BED - + TEXTURE WALLS & CEILING	470.00
PAINT WALLS & CEILING	750.00
COUER + PROTECT CABINET	125.00
INSTALL REPLACE MENT CABINETS	-
CABINETS CAME FROM SECONDS+ SURPLUS	
THERE DUATE WAY 3148.34	
TAX. 259.75	
TOTAL- 3409,09	3408.09
LABOR TO INSTACE CABINETS	1000.00
CLEAN UP + HAUL OFF TRASH	240.00
TOTA L-	6773.09
JUSURANCE +TAX + OUERHEAD	1354,6
TOTA C-	8127.70

----- Forwarded message ------

From: Katarzyna Krickovic < kathy.krickovic@lge.com>

Date: Fri, Sep 16, 2016 at 3:52 PM

Subject: RE: PL2016-02682; LOWE, JIM & JOSEPHINE

To: Jim Lowe < jimandjosephine@gmail.com >

Please call customer service # <u>800-243-0000</u> regarding service technician as I do not handle service calls.

Kathy Krickovic

Asst. Claims Manager - Product Liability

LG Electronics U.S.A., Inc.

910 Sylvan Avenue

Englewood Cliffs, NJ 07632

(201) 816-2049

fax (201) 816-2290

From: Jim Lowe [mailto:jimandjosephine@gmail.com] **Sent:** Wednesday, September 14, 2016 10:11 PM

To: Katarzyna Krickovic/LGEUS Product Liability Team(<u>kathy.krickovic@lge.com</u>)

Subject: Re: PL2016-02682; LOWE, JIM & JOSEPHINE

Dear Ms. Krickovic,

We are getting your LG-form and other documents, ready to send to you.

I believe that you had mentioned that an LG-representative would be

contacting us to examine the dishwasher and our home damages, this September 12-week. However, we have yet to hear from anyone....

Could you please provide us with the current status of an LG-representative,

coming to our duplex? I am unable to go into the house, until the moldy sheetrock, wood trim, the ceiling, the cabinets, etc., are removed from the house.

These items have to be pulled from the house, and special fans have to be used to draw the contaminated-air to the outside, according to one contractor.

We do need the LG-representative to visit us, so that the removal of the

toxic, moldy debris-process can begin. According to the contractor, this has to be done, first, before he can submit a bid for the work. Also, the contractor had verified that the valve was a defective valve.

-	_	 	-	,	_	_	 		
-			١.	•		-			-

Thank you

Josepnine Lowe

On Fri, Sep 9, 2016 at 3:30 PM, Jim Lowe < jimandjosephine@gmail.com > wrote:

Dear Kathy,

I have received your email. Thank you for your help and support!

If there is anything else that you might need, please let me know.

With Best Regards,

Josephine Lowe

On Fri, Sep 9, 2016 at 3:09 PM, Katarzyna Krickovic krickovic@lge.com wrote:

As per our conversation please see attached. Please send the defective part to me at the address below for our inspection via trackable means.

Please confirm receipt of this email.

Thank you,

Kathy Krickovic
Asst. Claims Manager - Product Liability
LG Electronics U.S.A., Inc.
910 Sylvan Avenue
Englewood Cliffs, NJ 07632
(201) 816-2049
fax (201) 816-2290



Service Bulletin

WASHING MACHINE

General information

Bulletin Number: IDSW20130178

* Subject: Inlet Valve improvement							
* Bulletin Registration Date: October. 30. 2013	* Effective from Date: October. 30. 2013						
•Applicable for models							
Buyer Model: LDF7551xx, LDF7561xx, LDS5040xx, LDS5540xx, LDS6040xx, LDS5560xx							
LGE Model: D1471xx, D1472xx, D1435xx, D1470xx, D1475xx							
* Applicable Serial Number : ALL							
Applicable in warranty: YES NO	Also applicable outside of warranty: YES NO						
Applicable only with symptoms YES NO below:	Applicable with every repair: YES NO						
Technical information							
1. Symptoms / Customer Complaint: Water is leaking from Inlet Valve connection							

2. Problem / Cause:

- 1. Bushing cracks due to over tightening of the elbow to the Inlet valve.
- 2. Lack of sealing due to insufficient Teflon tape or elbow was improperly installed.

3. Solution

1. If the inlet valve is leaking from the elbow, replace the inlet valve. The new inlet valve is designed so the 90° elbow is not necessary.

(Old inlet valve: 5221DD1001C → New inlet valve: 5221DD1001E)

WASHING MACHINE

Life's Good

* 4. Solution step by step:

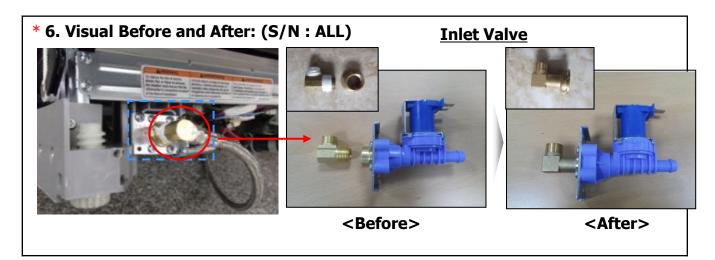
Step1: Check the Inlet Valve shape

	OLD	NEW	SVC Part No.	Effective Serial No.
Float			Old Inlet Valve: 5221DD1001C New Inlet Valve: 5221DD1001E	203xx~ 307xx

Step 2: Replace the new Inlet Valve if water is leaking from Inlet Valve connection.

Step3: Check the new Inlet Valve condition.

5. New Software Release:



* 7. Part Usage:		Old part	New part	•
	Old unit	0	O	
	New unit	x	0	

* 8. Destroy Old Parts:	YES	NO
 Old parts can not be used for the repair stipulated in this service bulletin. 	\checkmark	

* 9. SVC Bulletin History:					
Prior Bulletins:	Bulletin Number:	Date:	Content:		

Appendix. SVC Parts

1) Inlet Valve (5221DD1001C \rightarrow 5221DD1001E)

